

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i>	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>

6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include Zip Code)</i>	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>	d. E-MAIL ADDRESS		

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	<input type="checkbox"/> e. OTHER <i>(Specify)</i>	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>		

10. MAILING LIST INFORMATION <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
11a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>		(2) TITLE	
(3) SIGNATURE			(4) DATE SIGNED <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

B. **FACSIMILE OFFERS**: Facsimile submission of offers for this solicitation is acceptable. Reference Clause L2.11-2, FACSIMILE PROPOSALS. DESC-PLC's facsimile number is (703) 767-8506.

C. **CERTIFICATIONS**: Please complete and submit the forms contained in the Offer Submission Package. A fully executed Offer Submission Package must be submitted prior to revised proposal revisions.

D. This is a supplemental Solicitation to Master Solicitation SP0600-01-R-0059. The terms and conditions of solicitation SP0600-01-R-0059, as amended, are incorporated by reference except as indicated herein. **ALL OFFERORS SHALL INCLUDE THE STATEMENT THAT THE "OFFEROR AGREES TO THE TERMS AND CONDITIONS OF SP0600-01-R-0059 AND ALL AMENDMENTS THERETO.**

E. A copy of Solicitation SP0600-01-R-0059 can be downloaded from DESC's web page at <http://www.desc.dla.mil/DCM/DCMSolic.asp?SolicID=253> or you can contact the contract specialist, Michelle Smith at 703-767-9533, fax 703-767-8506, or e-mail mmsmith@desc.dla.mil.

F. See Clause B1.01 and B1.01-2 for a revised schedule.

G. **BASE REFERENCE DATE**: July 1, 2002

H. **GASOLINE/GASOHOL ITEMS**: When offering on Gasoline/Gasohol items, please be aware that offers may be submitted on gasoline, gasohol, or both. **GASOLINE ITEMS ARE ALTERNATE TO THE CORRESPONDING GASOHOL ITEM** and the same estimated quantity listed under the gasohol item will apply to the gasoline item. **If you are not capable of providing gasohol for the entire contract period, you should offer on the corresponding gasoline item only.** If you offer on both gasoline/gasohol, award will be made based on the best overall value to the Government. The term "Gasohol" does not mean "Oxygenated Gasoline". Please refer to clause B19.19, ECONOMIC PRICE ADJUSTMENT, Page 33 for escalation/de-escalation of RVP requirements.

I. The following clauses are hereby deleted:

B1.01-2	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)
B19.19	ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)
C16.69	FUEL SPECIFICATION (PC&S) (DESC SEP 2000)
C16.69-7	SPECIFICATIONS (CONT'D) (COG 7) (DESC JUL 2000)
F4	DELIVERY AND ORDERING PERIODS (DESC AUG 1976)
G150.03-1	PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (APPLICABLE TO DOD ACTIVITIES ONLY) (DESC JUL 2001)
G150.06	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC FEB 2001)
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 2000)
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 2001)
I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (JUL 2000)
I1.03-8	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC AUG 1999)
I1.03-9	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION) - ADDENDUM (DESC AUG 1999)
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2001)
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC FEB 2001)
I28.03-2	TAX EXEMPTION CERTIFICATES (DESC FEB 2001)
I171.01-2	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)
I211	ORDERING (OCT 1995)
K45.01	FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)
L2.01-1	PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)
L2.05-5	INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (PC&S) (DESC SEP 2000)
L96	ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

J. The following clauses are hereby added and the full text is provided:

B1.01	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)
B1.01-2	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)
B19.19	ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)
C16.27	FUEL, BIODIESEL (B20) (DESC MAY 2002)
C16.69	FUEL SPECIFICIATION (PC&S) (DESC FEB 2002)
C16.69-7	SPECIFICATIONS (CONT'D) (COG 7) (DESC FEB 2002)
F4	DELIVERY AND ORDERING PERIODS (DESC AUG 1976)
G150.03-1	PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (APPLICABLE TO DOD ACTIVITIES ONLY) (DESC DEC 2001)
G150.06	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JAN 2002)
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)
I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC DEC 2001)
I1.03-8	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)
I1.03-9	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION) - ADDENDUM (DESC JUN 2001)
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC APR 2002)
I28.03-2	TAX EXEMPTION CERTIFICATES (DESC NOV 2001)
I174.06	MANUFACTURING AND FILLING POINTS (UNRESTRICTED)(SDB PEA) (DESC FEB 1999)
I238.02	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
K45.04	FACSIMILE INVOICING (DESC JAN 1998)
L2.05-5	INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)
L96	ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 2002)

K. Any questions regarding Small and Small Disadvantaged Business should be directed to Ms. Kathy S. Williams, Small Business Specialist, at 703-767-9465.

L. BEST OVERALL VALUE: Please be advised that the Government will be awarding contracts to the responsible offeror(s) that represent the "Best Overall Value". The Government will evaluate each offeror on price and other price related factors, record of past performance, and the offeror's commitment to using small, small disadvantaged, and women-owned small businesses in the performance of any resultant contract. **All offerors are required to complete the Contractor Performance Data Sheet (Attachment 1) and to submit a written socioeconomic plan.** For more information, your attention is invited to the following clauses:

L2.01-1, PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION and M72.02, EVALUATION FACTORS FOR BEST OVERALL VALUE

M. SMALL DISADVANTAGED BUSINESS (SDB) AND HUBZONE PRICE EVALUATION PREFERENCE:

1. Pursuant to Subsection 232(e)(3) of Title 10, United States Code, the SDB Price Evaluation Preference is currently suspended for DoD acquisitions effective February 24, 2001 through February 23, 2002.

2. To receive the HUBZone evaluation preference, an offeror must appear on the Small business Administration (SBA) List of Qualified HUBZone Small Business Concerns at the time of offer submission, AND the product offered must be obtained from a manufacturer located in a HUBZone.

3. RESPONSIBILITY FOR GETTING ON THE SBA HUBZONE APPROVED LIST REST SOLELY WITH THE OFFEROR. Further information regarding the SBA list and requirements may be obtained at the SBA web site at <http://www.sba.gov.hubzone/>.

N. Any contract awarded to an offeror who, at the time of award, was suspended, ineligible, or debarred from receipt of a contract with U.S. Government agencies, or in receipt of a notice of proposed debarment from any U.S. Government agency, is voidable at the option of the Government.

O. It is the offeror's responsibility to review all of the terms and conditions of the solicitation in their entirety. For clarification, explanations, or additional information, please contact the Contract Specialist, Michelle Smith, at (703) 767-9533, e-mail mmsmith@desc.dla.mil.

SUBMISSION OF OFFERS

OFFERS MAY BE FAXED OR MAILED TO THE FOLLOWING:

**FAX: (703) 767-8506
ATTN: Bid Custodian
DESC-CPC
SP0600-01-R-0059-0001**

**MAIL: Bid Custodian
Defense Energy Support Center
ATTN: DESC-CPC, Room 3729
8725 John J. Kingman Rd., Suite 4950
Ft. Belvoir, VA 22060-6222**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER SP0600-01-0001/0002		PAGE 1 OF 61	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-01-R-0059-0001	
7. FOR SOLICITATION INFORMATION CALL: <div style="text-align: right;">▶</div>		a. NAME MICHELLE SMITH				b. TELEPHONE NUMBER (no collect calls) (703) 767-9533	
9. ISSUED BY CODE DESC-PLC/MICHELLE SMITH DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 E-MAIL: mmsmith@desc.dla.mil PHONE: (703) 767-9533 FACSIMILE: (703) 767-8506				SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR	
						11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		MARKED <input type="checkbox"/> SEE SCHEDULE 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE			
SEE SCHEDULE				SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE	
TELEPHONE NO.		FAX NO:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE CLAUSES B1.01 & B1.01-2					
		(Attach additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				42a. RECEIVED BY (Print)		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (Location)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

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B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 6) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.
(DESC 52.207-9F00)

ITEM NO.	LOCATION	ESTIMATED QUANTITY

STATE OF CALIFORNIA		

BARSTOW,		
CA, NAVY, USMC, MCLB, NEBO ANNEX, 4 & ONE-HALF MI E, I-40		
SAN BERNARDINO COUNTY		
DELIVERY DODAAC: M62204		
BILLING DODAAC: M62204		
ORDERING OFFICE: 760-577-7502		
ORDERING DODAAC: M62204		
554-BD	BIODIESEL B20 (BDI) TANK TRK/TRL (TTR), W/PUMP INTO 1/20,000 GALLON TANK DELIVERY PERIOD: AUG 2002 - 30 SEP 2004	833,350 GL

CAMP PENDLETON,		
CA, NAVY, USMC, CMSC DIVISION, LOGISTICS		
SAN DIEGO COUNTY		
DELIVERY DODAAC: MMCY20		
BILLING DODAAC: M00681		
ORDERING OFFICE: 760-725-4792		
560-BD	BIODIESEL B20 (BDI) TANK TRK/TRL (TTR), W/PUMP INTO 1/250,000 GALLON ABOVE GROUND TANK(S) AT BLDG 22308 1/12,000 GALLON BELOW GROUND TANK AT BLDG 22141 1/12,000 GALLON BELOW GROUND TANK AT BLDG 520167 1/10,000 GALLON BELOW GROUND TANK AT BLDG 140134 ANTICIPATE 75% ON HIGHWAY USE DELIVERY HOURS: 0730-1500 FREE TIME FOR OFF-LOADING REQUIRES 3 HOURS. MULTIPLE DROP	2,160,000 GL

B1.01-2 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	COSTA MESA CA, AFNG, 222TH CBCS, 2651 NEWPORT BLVD ORANGE COUNTY DELIVERY DODAAC: FP6042 BILLING DODAAC: FP6042 ORDERING OFFICE: 909-655-2603	
780-13	DIESEL FUEL #2 (DL2) TANK WAGON (TW), INTO 1/1,200 GALLON TANK TRUCK ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0600-1500, MON THRU FRI	2,000 GL

	NORTH HIGHLANDS CA, AFNG, 149TH CCS, 3900 ROSEVILLE RD, I 80 TO LONGVIEW AVE SACRAMENTO COUNTY DELIVERY DODAAC: FP6041 ORDERING OFFICE: 415-603-9274	
821-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE*** TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE	4,000 GL
821-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE*** TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 821-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL

	SAN DIEGO CA, NAVY, NAVAL AIR STATION NORTH ISLAND SAN DIEGO COUNTY DELIVERY DODAAC: N00246 BILLING DODAAC: N00244 ORDERING OFFICE: 619-545-8841 ORDERING DODAAC: N00246	
612-10	GASOLINE, AVIATION (100LL) TANK TRUCK (TT), INTO 1/50,000 GALLON BELOW GROUND TANK # 1031 LOCATED AT BLDG 426 DELIVERY HOURS: 0730-1400, MON THRU FRI	27,000 GL

B1.01-2 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	SAN DIEGO CA, USAF, ANG, 147TH CBCS, 7288 CONVOY TERRACE SAN DIEGO COUNTY DELIVERY DODAAC: FP6042 ORDERING OFFICE: 858-514-5331	
834-08	RFG REGULAR UNLEADED (MRR) ***PORTS ACTIVE*** TANK WAGON (TW), W/PUMP INTO 1/10,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0600-1500, MON THRU FRI	15,000 GL
834-13	DIESEL FUEL #2 (DL2) ***PORTS ACTIVE*** TANK WAGON (TW), W/PUMP INTO 1/10,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0600-1500, MON THRU FRI	15,000 GL

	VANDENBERG AFB CA, USAF, SPC, 30SUPF/ LGSF, STATE HWY #001 SANTA BARBARA COUNTY DELIVERY DODAAC: FP4610 BILLING DODAAC: FP4610 ORDERING OFFICE: 805-606-6867 ORDERING DODAAC: FP4610	
841-132	DIESEL FUEL #2 (DL2) TANK TRUCK (TT), W/18 FT HOSE INTO 2/20,000 GALLON TANK 1704-1; 1704-2 1/10,000 GALLON TANK TANKS ARE LOCATED AT BLDGS 1704 AND 10726 ANTICIPATE 74% ON HIGHWAY USE DELIVERY HOURS: 0800-1100 AND 1300-1600	350,000 GL
NOTE:	BILLS OF LADING SHALL REFLECT SULFUR CONTENT CONTRACTOR SHALL PROVIDE COPY OF FULL SPEC. TEST REPORT WITH EACH DELIVERY TO INCLUDE HHV BTU, SULFUR CONTENT (.05 OR BELOW) AND THE REID VAPOR PRESSURE CONVERTED TO TRUE VAPOR PRESSURE. TRUCKS REPORT TO BUILDING 1705 MULTIPLE DROP ESCORT REQUIRED	
841-BD	BIODIESEL B20 (BDI) ***PORTS ACTIVE*** FUEL MUST BE PRE-BLENDED PRIOR TO ARRIVING AT VANDENBERG AFB. TANK TRUCK (TT), INTO 2/20,000 GALLON TANKS AT BLDGS 1705 AND 10726 ANTICIPATE 0% ON HIGHWAY USE DELIVERY HOURS: 0800-1100 AND 1300-1600	15,000 GL
NOTE:	ALL VEHICLE OUTLETS WILL BE SEALED AND NUMBERED. NUMBERS TO BE DOCUMENTED ON DRIVERS TICKET AND BILL OF LADING. MULTIPLE DROP ESCORT REQUIRED	

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	TWENTYNINE PALMS CA, DOD, MARINE CORPS AIR GROUND COMBAT CENTER, 13TH ST & DEL VALLE, BLDG #2035 SAN BERNARDINO COUNTY DELIVERY DODAAC: UY7335 THIS IS A CONTRACTOR OWNED/CONTRACTOR OPERATED FACILITY. BILLING DODAAC: UY7335 ORDERING OFFICE: 310-900-6960 EXT 1303	
999-131	DIESEL FUEL #2 (DL2) TANK TRK/TRL (TTR), W/SEALS INTO 4/20,000 GALLON BELOW GROUND TANK ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH DROP NOTE: MINIMUM FREE TIME REQUIRED IS 1 1/2 HRS MULTIPLE DROP	750,000 GL
999-BD	BIODIESEL B20 (BDI) TANK TRK/TRL (TTR), W/SEALS INTO 1/20,000 GALLON BELOW GROUND TANK ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: MINIMUM FREE TIME REQUIRED IS 1 1/2 HRS	693,000 GL

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 6_) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

(2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government.
(DESC 52.207-9F45)

ITEM NO.	LOCATION	ESTIMATED QUANTITY

STATE OF CALIFORNIA		

BIG BEAR LAKE,		
CA, DA, FOR SVC, SAN BERNARDINO NATL FOREST, BIG BEAR		
RANGER STA, 3MI EAST OF FAWNSKIN ON ST HWY #38		
SAN BERNARDINO COUNTY		
DELIVERY FEDAAC: 129A17		
ORDERING OFFICE: 909-866-3437		
E94-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 75% ON HIGHWAY USE USAGE: APPROX 500 GALS PER WEEK DELIVERY REQUIRED EVERY 1 1/2 TO 2 WEEKS	60,000 GL

BLYTHE		
CA, DJ, INS, BORDER PATROL, 16870 W. HOBSON WAY		
RIVERSIDE COUNTY		
DELIVERY FEDAAC: 159404		
ORDERING OFFICE: 520-782-9548		
D44-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 80% ON HIGHWAY USE	60,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	BOULEVARD	
	CA, DJ, INS, BORDER PATROL, 39701 AVENIDA DE REBLES VERDES SAN DIEGO COUNTY DELIVERY FEDAAC: 159101 ORDERING OFFICE: 619-766-4542	
D59-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/1,000 GALLON ANTICIPATE 0% ON HIGHWAY USE DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK, INCLUDING HOLIDAYS ANTICIPATED YEARLY QUANTITY: 13,000 GALS	36,000 GL

	CALEXICO	
	CA, DJ, INS, 1150 BIRCH STREET IMPERIAL COUNTY/CALEXICO TOWNSHIP DELIVERY FEDAAC: 1591C8 ORDERING OFFICE: 760-352-3241 EXT 164	
D74-08	RFG REGULAR UNLEADED (MRR) TANK TRUCK (TT), INTO 2/10,000 GALLON BELOW GROUND TANK ANTICIPATE 60% ON HIGHWAY USE DELIVERY TICKET REQUIRED	600,000 GL

	DEATH VALLEY,	
	CA, DI, NATL PK SVC, DEATH VALLEY NATL PARK, 28 MI W ON #190 INYO COUNTY DELIVERY FEDAAC: 149105 ORDERING OFFICE: 760-786-3276	
E38-08	RFG REGULAR UNLEADED (MRR) TANK TRUCK (TT), INTO 1/10,000 GALLON BELOW GROUND TANK ANTICIPATE 28% ON HIGHWAY USE	100,000 GL

	EL CENTRO	
	CA, DJ, INS, BORDER PATROL, 1111 NORTH IMPERIAL AVE IMPERIAL COUNTY/EL CENTRO TOWNSHIP DELIVERY FEDAAC: 1591B2 ORDERING OFFICE: 760-352-3241 EXT 164	
E74-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 2/6,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 80% ON HIGHWAY USE	660,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	ELSINORE, CA, DA, FOR SVC, TRABUCO RANGER DIST, EL CARISO STA, 10 MI W ON ST HWY #74 RIVERSIDE COUNTY DELIVERY FEDAAC: 129AC6 ORDERING OFFICE: 909-736-1811	
E82-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 85% ON HIGHWAY USE	36,600 GL

	GOLETA CA, USPS, 400 STORKE ROAD, 93199-9997 SANTA BARBARA COUNTY DELIVERY FEDAAC: 189JRS ORDERING OFFICE: 805-485-7825	
F36-68	DIESEL FUEL #2, LOW SULF (LS2) TANK TRUCK (TT), INTO 1/10,000 GALLON BELOW GROUND TANK ANTICIPATE 100% ON HIGHWAY USE ANTICIPATED YEARLY QUANTITY: 31,667 GALS	95,000 GL

	HAPPY CAMP CA, DA, FOREST SVC, KLAMATH NATL FOREST, AIRPORT WORK CTR SISKIYOU COUNTY DELIVERY FEDAAC: 1291X2 ORDERING OFFICE: 916-493-2243	
F46-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 2/1,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE	57,700 GL

	LAKE ARROWHEAD, CA, DA, FOR SVC, SAN BERNARDINO NATL FOREST, SKYFOREST STA, 17 MI NE OF SAN BERNARDINO, 28104 ST HWY #18 SAN BERNARDINO COUNTY DELIVERY FEDAAC: 129A16 ORDERING OFFICE: 909-337-2444	
K30-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 75% ON HIGHWAY USE	60,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	LOMPOC CA, DJ, PENITENTIARY, OFF HWY 146 ON SANTA LUCIA CANYON RD SANTA BARBARA COUNTY DELIVERY FEDAAC: 1591C5 ORDERING OFFICE: 805-736-3717	
F90-70	DIESEL FUEL #2, HIGH SUL (HS2) BIOCIDE ADDITIVE REQUIRED TO INHIBIT ALGAE GROWTH TANK WAGON (TW), INTO 1/2,000 GALLON TANK FOR TRANSPORTATION MOTOR POOL 1/1,000 GALLON ABOVE GROUND TANK(S) FOR FARM OPERATIONS ANTICIPATE 0% ON HIGHWAY USE	135,000 GL

	MANZANITA LAKE, CA, DI, NATL PK SVC, LASSEN VOLCANIC NATL PARK SHASTA COUNTY DELIVERY FEDAAC: 149101 ORDERING OFFICE: 916-595-4444	
G18-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 1% ON HIGHWAY USE	37,000 GL

	MINERAL CA, DI, NATL PARK SVC, LASSEN VOLCANIC NATL PARK, SKI CHALET, 12 MI NE TEHAMA COUNTY DELIVERY FEDAAC: 149101 ORDERING OFFICE: 916-595-4444	
G30-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 100% ON HIGHWAY USE	30,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	MINERAL	
	CA, DI, NATL PARK SVC, LASSEN VOLCANIC NATL PARK TEHAMA COUNTY DELIVERY FEDAAC: 149101 ORDERING OFFICE: 916-595-4444	
G34-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 2% ON HIGHWAY USE	70,000 GL
G34-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	60,000 GL

	MOFFETT FIELD	
	CA, NASA, AMES RESEARCH CENTER SANTA CLARA COUNTY DELIVERY FEDAAC: 809101 ORDERING OFFICE: 650604696	
G46-BD	BIODIESEL B20 (BDI) TANK TRUCK (TT), INTO 1/12,000 GALLON BELOW GROUND TANK AT BLDG 161 (SOUTH GATE) 1/2,500 GALLON TANK AT BLDG 251 (MOTOR POOL) ANTICIPATE 30% ON HIGHWAY USE DRIVER TO REPORT TO BLDG 251 FOR DIRECTIONS TO TANKS MULTIPLE DROP	72,000 GL

	NORTH FORK	
	CA, DA, FOR SVC, SIERRA NATL FOREST, MINARETS RANGER DIST, MINARETS WORK CENTER, APPROX 45 MI NE MADERA COUNTY DELIVERY FEDAAC: 129AHH ORDERING OFFICE: 209-297-0706 EXT 4836	
G78-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 2/1,000 GALLON TANKS ANTICIPATE 90% ON HIGHWAY USE	12,000 GL
G78-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 8% ON HIGHWAY USE	3,000 GL
G78-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	15,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	OXNARD CA, USPS, VMF, 93030-9730, 1961 NORTH C ST VENTURA COUNTY DELIVERY FEDAAC: 189JHD ORDERING OFFICE: 805-278-7657	
H06-08	RFG REGULAR UNLEADED (MRR) TANK TRK/TRL (TTR), INTO 1/12,000 GALLON BELOW GROUND TANK ANTICIPATE 100% ON HIGHWAY USE	136,000 GL

	SAN BERNARDINO CA, DA, FOR SVC, SAN BERNARDINO NATL FOREST, LYTTLE CREEK RANGER STA, 15 MI NW ON LYTTLE CREEK RD SAN BERNARDINO COUNTY DELIVERY FEDAAC: 129A18 ORDERING OFFICE: 909-887-2576	
J34-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 2/1,000 GALLON TANK ANTICIPATE 90% ON HIGHWAY USE	60,000 GL

	SAN BERNARDINO CA, DA, FOR SVC, SAN BERNARDINO NATL FOREST, DEL ROSA WORK CTR, 4121 QUAIL CANYON RD, 2 MI NE ON DEL ROSA AVE SAN BERNARDINO COUNTY DELIVERY FEDAAC: 129A15 ORDERING OFFICE: 909-383-5655	
J38-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 90% ON HIGHWAY USE	63,000 GL

	SAWYERS BAR CA, DA, FOR SVC, KALMATH NATL FOREST, 35 MI SE OF YREKA SISKIYOU COUNTY DELIVERY FEDAAC: 1291X4 ORDERING OFFICE: 916-467-5757	
K08-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 85% ON HIGHWAY USE	30,000 GL
K08-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	25,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	TULELAKE CA, DI, NATL PK SVC, LAVA BEDS NATL MON, 30 MI SW SISKIYOU COUNTY DELIVERY FEDAAC: 149108 ORDERING OFFICE: 530-667-2282	
K54-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/2,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE	30,000 GL

	TULELAKE, CA, DI, FISH AND WILDLIFE SVC, TULELAKE NATL WILDLIFE REFUGE, HILL ROAD, 5 1/2 MI W SISKIYOU COUNTY DELIVERY FEDAAC: 149168 ORDERING OFFICE: 530-667-2231	
K58-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 80% ON HIGHWAY USE	45,000 GL
K58-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE	30,000 GL

	TULELAKE CA, DI, FISH AND WILDLIFE SVC, LOWER KLAMATH NATL WILDLIFE REFUGE, HWY #161, 12 MI NW SISKIYOU COUNTY DELIVERY FEDAAC: 149168 ORDERING OFFICE: 530-667-2231	
K62-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/1,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 80% ON HIGHWAY USE	21,000 GL
K62-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/1,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE	51,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	TWENTYNINE PALMS, CA, DI, NATL PK SVC, JOSHUA TREE NATL PARK, MAINTENANCE YARD, 9 1/2 MI S SAN BERNARDINO COUNTY DELIVERY FEDAAC: 149107 ORDERING OFFICE: 760-367-5512	
K66-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 98% ON HIGHWAY USE DELIVERY HOURS: 0700-1500	90,000 GL
K66-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 15% ON HIGHWAY USE	27,000 GL

	VICTORVILLE CA, DJ, FEDERAL CORRECTIONAL COMPLEX, 13777 AIR EXPRESSWAY BLVD SAN BERNARDINO COUNTY DELIVERY FEDAAC: 159JE6 BILLING FEDAAC: 159JE6 ORDERING OFFICE: 760-246-2458	
K89-08	RFG REGULAR UNLEADED (MRR) TANK WAGON (TW), INTO 1/6,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE ANTICIPATED YEARLY QUANTITY: 25,000 GALS	75,000 GL

	WINTERHAVEN CA, DI, YUMA PROJECTS OFFICE, LAGUNA FIELD OFFICE, ROUTE 1, 2400 IMPERIAL ROAD IMPERIAL COUNTY DELIVERY FEDAAC: ORDERING OFFICE: 520-343-8135	
L01-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/5,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED	75,000 GL
L01-94	DIESEL FUEL, LS#2 (DYED) (LSS) TANK TRUCK (TT), W/PUMP AND METER INTO 1/10,000 GALLON TANK 1/4,000 GALLON FUEL BARGE ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED MULTIPLE DROP	760,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	----- STATE OF ARIZONA -----	
	CHINLE, AZ, DI, BIA, NAVAJO INDIAN RESERVATION, BR OF ROADS APACHE COUNTY DELIVERY FEDAAC: 1481D8 ORDERING OFFICE: 520-674-5170	
B12-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/12,000 GALLON TANK 1/2,000 GALLON TANK 2/1,500 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE	60,000 GL

	CHINLE, AZ, DI, BIA, COTTONWOOD DAY SCHOOL, CHINLE AGENCY, BR OF FACILITY MGMT, APPROX 112 MI NW OF GALLUP, NM APACHE COUNTY DELIVERY FEDAAC: 1481F1 ORDERING OFFICE: 602-674-5201	
B14-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK TRUCK (TT), INTO 1/8,500 GALLON TANK 1/2,000 GALLON TANK TANKS ARE INTERCONNECTED	60,000 GL

	DILKON AZ, DI, BIA, FT. DEFIANCE AGENCY, BR OF ROADS MAINTENANCE, 3/4 MILE NE, N15 AND N60 JCT NAVAJO COUNTY DELIVERY FEDAAC: ORDERING OFFICE:	
B20-69	DIESEL FUEL #1, HIGH SUL (HS1) TANK WAGON (TW), INTO 1/3,000 GALLON ANTICIPATE 0% ON HIGHWAY USE ANTICIPATED YEARLY QUANTITY: 13,000 GALS	36,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	EHRENBURG	
	AZ, DI, BUR OF REC, YUMA PROJECTS OFFICE, EHRENBURG FIELD OFFICE, 49354 EHRENBURG-POSTON HIGHWAY LA PAZ COUNTY DELIVERY FEDAAC: ORDERING OFFICE: 520-343-8135	
B26-68	DIESEL FUEL #2, LOW SULF (LS2) FOB ORIGIN (FOB), AT CONTRACTOR'S FACILITY WITHIN A 25 MILE RADIUS OF EHRENBURG INTO 1/5,000 GALLON TANKER(S) (TOP LOADING) ANTICIPATE 0% ON HIGHWAY USE	150,000 GL
B26-94	DIESEL FUEL, LS#2 (DYED) (LSS) FOB ORIGIN (FOB), AT CONTRACTOR'S FACILITY WITHIN A 25 MILE RADIUS OF EHRENBURG INTO 1/5,000 GALLON TANKER(S) (TOP LOADING) ANTICIPATE 0% ON HIGHWAY USE	150,000 GL

	FT DEFIANCE,	
	AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF ROADS MAINTENANCE, BONITO DRIVE APACHE COUNTY DELIVERY FEDAAC: 1481Q1 ORDERING OFFICE: 520/729-7332	
B30-69	DIESEL FUEL #1, HIGH SUL (HS1) TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED	36,000 GL

	GANADO	
	AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF ROADS MAINTENANCE, 3/4 MILE NE, HWY 264 AND US 191 JCT APACHE COUNTY DELIVERY FEDAAC: ORDERING OFFICE:	
B32-69	DIESEL FUEL #1, HIGH SUL (HS1) TANK WAGON (TW), INTO 1/2,000 GALLON ANTICIPATE 0% ON HIGHWAY USE ANTICIPATED YEARLY QUANTITY: 8,000 GALS	24,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	GRAND CANYON AZ, DI, NATL PARK SVC, GRAND CANYON NATIONAL PARK, ADMIN BLDG. AREA, 83 MILES SOUTH OF KANAB, UTAH ON HWY 67 COCONINO COUNTY DELIVERY FEDAAC: 148100 ORDERING OFFICE: 520-638-7716	
B36-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/6,000 GALLON ABOVE GROUND TANK(S) AT GENERATOR BLDG ANTICIPATE 100% ON HIGHWAY USE	47,000 GL
B36-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/6,000 GALLON ABOVE GROUND TANK(S) AT GENERATOR BLDG ANTICIPATE 100% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B36-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL
B36-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), INTO 1/10,000 GALLON BELOW GROUND TANK AT GENERATOR BLDG 1/2,000 GALLON ABOVE GROUND TANK(S) AT WASTEWATER TREATMENT PLANT 1/2,000 GALLON BELOW GROUND TANK AT ADMIN BLDG 1/1,000 GALLON BELOW GROUND TANK AT NPS RESIDENCE 1/800 GALLON ABOVE GROUND TANK(S) AT AUTO SHOP 2/600 GALLON BELOW GROUND TANK AT NPS RESIDENCE 10/550 GALLON ABOVE GROUND TANK(S) AT NPS RESIDENCE 3/350 GALLON ABOVE GROUND TANK(S) AT NPS RESIDENCE	45,000 GL

	GRAND CANYON AZ, DI, NATL PK SVC, GRAND CANYON NATL PARK, SOUTH RIM, SHUTTLE BUS YARD COCONINO COUNTY DELIVERY FEDAAC: 148100 ORDERING OFFICE: 520-638-7716	
B34-67	DIESEL FUEL #1, LOW SULF (LS1) TANK TRUCK (TT), INTO 2/6,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 90% ON HIGHWAY USE DELIVERY: OCT - MAR MULTIPLE DROP	63,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	KEAMS CANYON AZ, DI, BIA, HOPI INDIAN AGENCY NAVAJO COUNTY DELIVERY FEDAAC: 148165 ORDERING OFFICE: 520-738-5586	
B44-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/3,850 GALLON TANK 2/1,300 GALLON TANKS 1/2,500 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	75,000 GL

	LOW MOUNTAIN AZ, DI, BIA, BOARDING SCHOOL, BR OF FACILITY MGMT, 128 MI NW OF GALLUP, NM NAVAJO COUNTY DELIVERY FEDAAC: 1481ES ORDERING OFFICE: 520-674-5201	
B52-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), W/AUTOMATIC SHUT-OFF NOZZLE INTO 1/8,500 GALLON TANK 1/3,000 GALLON TANK	30,000 GL

	LUKACHUKAI AZ, DI, BIA, BOARDING SCHOOL, BR OF FACILITY MGMT, 100 MI NW OF GALLUP, NM APACHE COUNTY DELIVERY FEDAAC: 1481E6 ORDERING OFFICE: 520-674-5201	
B54-461	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK TRUCK (TT), W/100 FEET OF HOSE INTO 2/7,500 GALLON TANKS 1/5,000 GALLON TANK 2/4,000 GALLON TANKS 3/2,000 GALLON TANKS DELIVERY TICKET REQUIRED MULTIPLE DROP	90,000 GL
B54-462	FUEL OIL, BURNER #2 (FS2) BURNER OIL #2 MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), W/AUTOMATIC SHUT-OFF NOZZLE INTO 38/300 GALLON TANKS	60,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	MARTINEZ LAKE AZ, DI, BUR OF REC, YUMA PROJECTS OFFICE, CAL CHANNEL PROJECT, 10851 NORTH FISHERS LANDING ROAD YUMA COUNTY DELIVERY FEDAAC: ORDERING OFFICE: 520-343-8135	
B58-94	DIESEL FUEL, LS#2 (DYED) (LSS) TANK WAGON (TW), INTO 1/5,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED	150,000 GL

	ROCK POINT AZ, DI, BIA, SCHOOL, NAVAJO INDIAN RESERVATION, 150 MI NW OF GALLUP, NM APACHE COUNTY DELIVERY FEDAAC: 1481E8 ORDERING OFFICE: 520-659-4222/4223	
B98-461	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), W/AUTOMATIC SHUT-OFF NOZZLE INTO 24/300 GALLON TANKS	40,000 GL
B98-462	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK TRUCK (TT), INTO 2/5,500 GALLON TANKS 2/5,000 GALLON TANKS DELIVERY TICKET REQUIRED FOR EACH DROP MULTIPLE DROP	80,000 GL

	ROUGH ROCK AZ, DI, BIA, COMMUNITY SCHOOL, CHINLE AGENCY, BR OF FACILITY MGMT, 20 MI WEST OF MANY FARMS APACHE COUNTY DELIVERY FEDAAC: 1481V4 ORDERING OFFICE: 520-674-5201	
C04-461	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), INTO 31/300 GALLON TANKS	135,000 GL
C04-462	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK TRUCK (TT), INTO 2/8,500 GALLON TANKS 1/4,000 GALLON TANK 1/2,000 GALLON TANK DELIVERY TICKET REQUIRED FOR EACH DROP MULTIPLE DROP	210,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	SEBA DALKAI, AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF FACILITY MGMT, SEBA DALKAI BOARDING SCHOOL, 45 MI NE OF WINSLOW NAVAJO COUNTY DELIVERY FEDAAC: 1481S0 ORDERING OFFICE: 520-729-7308	
C14-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), W/ 8 FT LADDER INTO 2/2,000 GALLON TANKS 1/1,500 GALLON TANK	36,000 GL

	SHONTO AZ, DI, BIA, BOARDING SCHOOL, WESTERN NAVAJO AGENCY, BR OF FACILITY MGMT, APPROX 51 MI NE OF TUBA CITY NAVAJO COUNTY DELIVERY FEDAAC: 1481J4 ORDERING OFFICE: 520-672-2652, EXT. 262/263	
C22-461	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK TRUCK (TT), W/PUMP, 2" COUPLING AND 8 FT LADDER INTO 4/8,500 GALLON TANKS 1/7,500 GALLON TANK 2/4,000 GALLON TANKS 1/1,500 GALLON TANK DELIVERY TICKET REQUIRED DELIVERY HOURS: 0800-1700 MULTIPLE DROP	480,000 GL
C22-462	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK WAGON (TW), W/2" COUPLINGS AND 8 FT LADDER INTO 3/4,000 GALLON TANKS AT QUARTERS 18/300 GALLON TANKS AT QUARTERS DELIVERY TICKET REQUIRED W/BLDG # DELIVERY HOURS: 0800-1700	114,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	TEEC NOS POS AZ, DI, BIA, SHIPROCK AGENCY, BR OF FACILITY MGMT, BOARDING SCHOOL, 60 MI W OF FARMINGTON, NM APACHE COUNTY DELIVERY FEDAAC: 1481U7 ORDERING OFFICE: 505-368-3423	
C26-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5% TANK TRUCK (TT), W/PUMP, 100 FOOT OF HOSE AND 8 FT LADDER INTO 3/8,500 GALLON TANKS 2/3,500 GALLON TANKS 1/3,000 GALLON TANK 1/1,600 GALLON TANK 1/1,500 GALLON TANK DELIVERY TICKET REQUIRED FOR EACH DROP MULTIPLE DROP	265,000 GL

	TUBA CITY AZ, DI, BIA, WESTERN NAVAJO AGENCY, BR OF ROADS, TUBA CITY ROADS YARD COCONINO COUNTY DELIVERY FEDAAC: 1481K8 ORDERING OFFICE: 520-283-6345	
C32-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 2/4,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	80,000 GL

	TUCSON AZ, VA, SOUTHERN AZ VA HEALTH CARE SYSTEM, 3601 SOUTH 6TH AVE PIMA COUNTY DELIVERY FEDAAC: ORDERING OFFICE: 520-629-4610	
C33-94	DIESEL FUEL, LS#2 (DYED) (LSS) TANK WAGON (TW), INTO 2/25,000 GALLON ABOVE GROUND TANK(S) LOCATED BETWEEN BLDGS 14 AND 16 1/10,000 GALLON BELOW GROUND TANK LOCATED BY BLDG 40 1/500 GALLON BELOW GROUND TANK LOCATED AT BOILER PLANT 1/500 GALLON ABOVE GROUND TANK(S) LOCATED BY BLDG 14 ANTICIPATE 0% ON HIGHWAY USE ANTICIPATED YEARLY QUANTITY: 10,000 GALS	30,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	WELLTON AZ, DJ, INS, BORDER PATROL, 29820 FRONTAGE RD YUMA COUNTY DELIVERY FEDAAC: 159404 ORDERING OFFICE: 928-782-9548	
C40-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 80% ON HIGHWAY USE	90,000 GL
C40-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 80% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM C40-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL

	YUMA AZ, DI, BUR OF REC, YUMA PROJECTS OFFICE, 7301 CALLE AGUA SALADA YUMA COUNTY DELIVERY FEDAAC: 149407 ORDERING OFFICE: 520-343-8135	
C52-681	DIESEL FUEL #2, LOW SULF (LS2) TANK TRUCK (TT), W/75 FT OF HOSE INTO 1/8,000 GALLON TANK ON A BARGE LOCATED AT RIVER MILE 24 2/8,000 GALLON ABOVE GROUND TANK(S) LOCATED AT RIVER MILE 23.3 ON ARIZONA SIDE OF THE COLORADO RIVER 1/8,000 GALLON ABOVE GROUND TANK(S) LOCATED AT RIVER MILE 25.1 ON ARIZONA SIDE OF THE COLORADO RIVER ANTICIPATE 0% ON HIGHWAY USE DELIVERY REQUIRED 24 HOURS AFTER RECEIPT OF ORDER ROADS ARE GRAVEL AND/OR DIRT MULTIPLE DROP	1,500,000 GL
C52-682	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) LOCATED AT ARAZ DRAIN NORTH OF FREEWAY INTERSTATE 8 ON CALIFORNIA SIDE OF THE COLORADO RIVER ANTICIPATE 0% ON HIGHWAY USE ROADS ARE GRAVEL AND/OR DIRT	108,000 GL
C52-683	DIESEL FUEL #2, LOW SULF (LS2) FOB ORIGIN (FOB), WITHIN A 15-MILE RADIUS INTO 2/950 GALLON GOV'T FURNISHED TRUCK(S) (TOP AND BOTTOM LOADING). TRUCKS ARE CURRENTLY TOP LOADING AND ARE BEING RETROFITTED TO ALLOW BOTTOM LOADING. ANTICIPATE 100% ON HIGHWAY USE	108,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	YUMA AZ, DJ, INS, BORDER PATROL, 350 1ST ST YUMA COUNTY DELIVERY FEDAAC: 159404 ORDERING OFFICE: 520-782-9548	
C54-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 100% ON HIGHWAY USE	50,000 GL
C54-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 100% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM C54-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL

	YUMA AZ, DJ, INS, BORDER PATROL, 12122 SOUTH AVENUE A YUMA COUNTY DELIVERY FEDAAC: 159404 ORDERING OFFICE: 520-782-9548	
C56-68	DIESEL FUEL #2, LOW SULF (LS2) TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 5% ON HIGHWAY USE	25,000 GL

STATE OF UTAH		

	HALLS CROSSING, UT, DI, NATL PK SVC, APPROX 90 MI W OF BLANDING, OFF U263 SAN JUAN COUNTY DELIVERY FEDAAC: 148489 ORDERING OFFICE: 520-608-6510	
N15-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK TRUCK (TT), W/PUMP INTO 2/10,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED FOR EACH DROP (USED IN POWER GENERATORS) MULTIPLE DROP	300,000 GL

B1.01 (CONT'D)

ITEM NO.	LOCATION	ESTIMATED QUANTITY
	MONTICELLO	
	UT, DI, NATL PARK SVC, CANYONLANDS NATL PARK, NEEDLES DIST, CAVE SPRINGS, 50 MI NW SAN JUAN COUNTY DELIVERY FEDAAC: 148459 ORDERING OFFICE: 435-259-3911, EXT. 2114	
N20-70	DIESEL FUEL #2, HIGH SUL (HS2) TANK WAGON (TW), INTO 1/9,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE	30,000 GL

	SPRINGDALE	
	UT, DI, NATL PK SVC, ZION NATL PARK, UTILITY AREA WASHINGTON COUNTY DELIVERY FEDAAC: 148406 ORDERING OFFICE: 435-772-0150	
N50-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 1/6,000 GALLON BELOW GROUND TANK AT CANYON MAINTENANCE YARD ANTICIPATE 10% ON HIGHWAY USE	105,000 GL
N50-28	GASOLINE, REG UNL (MUR) TANK WAGON (TW), INTO 1/6,000 GALLON BELOW GROUND TANK AT CANYON MAINTENANCE YARD ANTICIPATE 10% ON HIGHWAY USE	0 GL
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM N50-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		
N50-67	DIESEL FUEL #1, LOW SULF (LS1) MAX. SULFUR CONTENT 0.50 % TANK WAGON (TW), INTO 1/4,000 GALLON ABOVE GROUND TANK(S) LOCATED AT CANYON MAINTENANCE YARD ANTICIPATE 0% ON HIGHWAY USE	20,400 GL

PREAWARD

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [], is not [X] a master solicitation for the **CUSTOMER ORGANIZED GROUP 7 (COG 7) 3.27** Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is **August 2, 2002**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

L2.05-5 (CONT'D)**(h) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is **"late"** and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) CONTRACT AWARD.**(1) RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) If the Contracting Officer determines that negotiations are necessary, the Government will then evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

L2.05-5 (CONT'D)

- (7) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
 470 EAST L'ENFANT PLAZA, SW, SUITE 8100
 WASHINGTON, DC 20407
 TELEPHONE: (202) 619-8925
 FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
 BUILDING 4, SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA, PA 19111-5094
 TELEPHONE: (215) 697-2179
 FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

POSTAWARD

11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC DEC 2001)

(a) **INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) **TAXES.** See Addendum 2.

11.03-3 (CONT'D)

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC DEC 2001)

(a) INSPECTION/ACCEPTANCE.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

11.03-8 (CONT'D)

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM clause in Addendum 2.

(i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(l) **TAXES.** See Addendum 2.

(m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

11.03-8 (CONT'D)

(o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F51)

ADDENDUM 1 – PREAWARD SOLICITATION PROVISIONS

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 2002)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management Office.

(DESC 52.242-9F15)

ADDENDUM 2 – POSTAWARD CONTRACT CLAUSES

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)

(a) **WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base price** means--

- (i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

Base reference price means the preselected reference price for an item as published on July 1, 2002. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

B19.19 (CONT'D)

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS – Oil Price Information Service PAD Reports – Average price for the city and product noted on the following pages.

(DESC 52.216-9FW1)

COG 7**PETROLEUM MARKET AREAS**

STATE	MARKET AREA	COUNTIES
Arizona	A	Cochise, Graham, Greenlee, Pima, Santa Cruz
	B	Coconino, Gila, La Paz, Maricopa, Mohave, Pinal, Yavapai, Yuma
	C	Apache, Navajo
California	A	Imperial, Los Angeles, Orange, Riverside, San Bernadino, San Diego, SanLuis Obispo, Santa Barbara, Ventura
	B	Fresno, Inyo, Kern, Kings, Madera, Mono, Tulare
	C	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Plumas, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tuolumne, Yuba
	D	El Dorado, Placer, Sacramento, Solano, Sutter, Yolo
Nevada	A	Clark, Lincoln, Nye
	B	Churchill, Douglas, Esmeralda, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, Independent City of Carson City
	C	Elko, Eureka, White Pine
Utah	A	San Juan
	B	Beaver, Box Elder, Cache, Carbon, Daggett, Davis, Duchesne, Emery, Garfield, Grand, Iron, Juab, Kane, Millard, Morgan, Piute, Rich, Salt Lake, Sanpete, Sevier, Summit, Tooele, Unitah, Utah, Wasatch, Washington, Wayne, Weber

GASOLINES*

STATE	MARKET AREA	ESCALATION REFERENCE
Arizona	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Bloomfield, NM
California	A	OPIS Los Angeles
	B	OPIS Bakersfield
	C	OPIS San Francisco
	D	OPIS Sacramento
Nevada	A	OPIS Las Vegas
	B	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
Utah	A	OPIS Bloomfield, NM
	B	OPIS Salt Lake City, UT

GENERAL GASOLINE NOTES:*CLEAR/OXYGENATED GASOLINE**

a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.

b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

REFORMULATED GASOLINE

a) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.

b) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items, within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

GASOHOL

a) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.

b) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

c) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.

d) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

RVP REQUIREMENTS FOR GASOLINE**COG 7**

a) **OPIS Phoenix, AZ**--All regular, midgrade and premium unleaded gasoline items in the following Arizona Counties: **Maricopa Yavapai** should switch to the RFG MTBE 7.0 RVP gasoline reference the 1st Monday of May or when the RFG MTBE 7.0 RVP gasoline reference first becomes available and use the RFG MTBE 7.0 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference. All other gasoline items using the OPIS Phoenix, AZ reference should use the conventional price reference at all times.

b) **OPIS Sparks/Reno, NV**--All regular, midgrade and premium unleaded gasoline items should switch to the 7.8 RVP gasoline reference the 1st Monday of May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September all items using Sparks/Reno, NV should switch back to the conventional gasoline price reference.

c) **OPIS Salt Lake City, UT**—All regular, midgrade, and premium unleaded gasoline should switch to the 7.8 RVP gasoline reference the 1st Monday of May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September all items using Salt Lake City, UT should switch back to the conventional gasoline prices reference.

****CALIFORNIA GASOLINE NOTES:**

a) All California gasoline items will use either the OPIS CaRFG (2% Oxy) or the OPIS CaRFG (0% Oxy) price.

b) All California gasoline items in areas where oxygenated California RFG is required year round, will use the CaRFG (2%Oxy) year round.

c) All California gasoline items in areas where oxygenated California RFG is required only part of the year will use the CaRFG (2%oxy) during the period when oxygenated California RFG is required and will use the CaRFG (0%Oxy) when oxygenated gasoline is not required.

NO. 1 DISTILLATE HIGH AND LOW SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
Arizona	A	OPIS Bloomfield, NM Low Sulfur
	B	OPIS Bloomfield, NM Low Sulfur
	C	OPIS Bloomfield, NM Low Sulfur
California	A	OPIS Bakersfield Low Sulfur
	B	OPIS Bakersfield Low Sulfur
	C	OPIS Sparks/Reno, NV Low Sulfur
	D	OPIS Sparks/Reno, NV Low Sulfur
Nevada	A	OPIS Sparks/Reno Low Sulfur
	B	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT Low Sulfur
Utah	A	OPIS Bloomfield, NM Low Sulfur
	B	OPIS Salt Lake City Low Sulfur

* NOTE: Applies to DF1, DL1, Kerosene 1-K, Kerosene 2-K, Burner Oil No.1, LS1, HS1, DLW, LSW

NO. 2 DISTILLATE HIGH SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
Arizona	A	OPIS Tucson Low Sulfur
	B	OPIS Phoenix Low Sulfur
	C	OPIS Bloomfield, NM Low Sulfur
California	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
Nevada	A	OPIS Las Vegas Low Sulfur
	B	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT
Utah	A	OPIS Bloomfield, NM Low Sulfur
	B	OPIS Salt Lake City

* NOTE: Applies to DF2, FS2 (Burner Oil), HS2, MGO

NO. 2 DISTILLATE LOW SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
Arizona	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Bloomfield, NM
California	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
Nevada	A	OPIS Las Vegas
	B	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
Utah	A	OPIS Bloomfield, NM
	B	OPIS Salt Lake City

* NOTE: Applies to DL2, DLS, DLW, LS2, LSS, BDI

C16.27 FUEL, BIODIESEL (B20) (DESC MAY 2002)

Offered product shall conform to the following requirements that define a fuel suitable for use in automotive diesel engines.

(a) **PRODUCT COMPOSITIONAL REQUIREMENTS.** Product shall consist of a blend of 20 percent (plus or minus one percent) virgin soybean or rapeseed oil blendstock conforming to the requirements of ASTM D 6751 and 80 percent minimum low sulfur diesel fuel oil conforming to ASTM D 975, grade low sulfur number 1-D or grade low sulfur number 2-D.

(b) **PRODUCT PERFORMANCE REQUIREMENTS.** The finished biodiesel blend shall conform to the following requirements:

<u>TEST</u>	<u>METHOD</u>	<u>VALUE</u>
1. Appearance	ASTM D 4176, Procedure 1	Clear & Bright
2. Acid Number, mg KOH/g	ASTM D 664	0.2 max.
3. Density at 15°C	ASTM D 4052 ASTM D 1298	0.835-0.855
4. Viscosity, mm/S at 40°C	ASTM D 445	1.3 - 4.1
5. Flashpoint, °C	ASTM D 93 Oct - Mar: 38 min.	Apr - Sep: 52 min.
6. Cloud point, °C OR Cold Filter Plugging Point, °C	ASTM D 2500 ASTM D 6371	see (c) below see (c) below
7. Sulfur Content, mass %	ASTM D 2622	0.05 max.
8. Distillation Temperature, °C 90% evaporated	ASTM D 86	338 max.
9. Carbon Residue on 10% bottoms, mass %	ASTM D 524	0.35 max.
10. Cetane Number ASTM D 613	40 min.	
11. Ash Content, mass%	ASTM D 482	0.01 max.
12. Water and Sediment, volume%	ASTM D 2709	0.05 max.
13. Copper Corrosion, 3 hours @ 50°C	ASTM D 130	No. 3

(c) **PRODUCT LOW TEMPERATURE PERFORMANCE.** The lower temperature performance of the B20 shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point (CFPP). When specified, the maximum cloud point of the B20 shall be equal to or lower than the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, when tested in accordance with ASTM D 2500. When specified, the maximum CFPP of the B20 shall be a minimum of 10 degrees Celsius below the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, when tested in accordance with ASTM D 6371.

(d) **TEST REPORTS.** Test reports representative of each batch of virgin soybean or rapeseed oil blendstock, as well as test reports representative of each batch of ASTM D 975 diesel blendstock and each finished B20 biodiesel batch shall be submitted to--

ATTN: DESC-BPE, ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD
FORT BELVOIR VA 22060-6222

(DESC 52.246-9FEL)

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC FEB 2002)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

(1) **OCTANE REQUIREMENTS.**

(i) *Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.*

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	<u>AKI, MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) *For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.*

(2) **OXYGENATE REQUIREMENTS.**

(i) *In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.*

(ii) *Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.*

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) **OCTANE REQUIREMENTS.**

(i) *Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.*

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	<u>AKI, MINIMUM</u>
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) *For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.*

C16.69 (CONT'D)

(2) OXYGENATE REQUIREMENTS.

(i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.

Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

(1) OCTANE REQUIREMENTS.

(i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	<u>AKI, MINIMUM</u>
		<u>CODE</u>	
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	MMR	89
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) OXYGENATE REQUIREMENTS.

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State; and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

(1) APPLICABLE TO ALL DIESEL GRADES.

(i) ADDITIVES.

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL-25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with the ASTM method D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

C16.69 (CONT'D)

(2) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557A, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 16, 2001. Fuel stabilizer additive, corrosion inhibitor/lubricity improver, and fuel system icing inhibitor are not mandatory additives. Product classification is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below:

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

C16.69 (CONT'D)

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; AND

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** Product shall conform to ASTM D 396, as modified by the requirement of paragraphs (1) through (7) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC <u>PRODUCT CODE</u>	<u>RED DYE</u>
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

C16.69 (CONT'D)

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

<u>ALLOWABLE CONSTITUENT/PROPERTY</u>		<u>TEST METHOD</u> ¹	<u>REQUIRED DETECTION LIMIT</u>	<u>MAXIMUM LEVEL</u>
1.	Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3.	Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4.	Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5.	Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100°F (38°C) min

NOTES:

1. Choose the appropriate sample preparation method as outlined in EPA SW-846, in order to achieve required detection limits.

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

(4) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.

(5) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

C16.69 (CONT'D)

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER. CONTRACT AWARD DOCUMENT WILL SERVE AS THE CONTRACTING OFFICER'S APPROVAL TO SUPPLY USED OIL.

[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: _____

(6) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(7) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

C16.69-7 SPECIFICATIONS (CONT'D) (COG 7) (DESC FEB 2002)

(a) **CALIFORNIA FEDERAL/STATE REFORMULATED GASOLINE REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to applicable Federal and State regulations. The requirements compiled below are based on information published by the U.S. Environmental Protection Agency (EPA) and by the California Air Resources Board (CARB) and reflect the impact of Federal and State regulations. These requirements are subject to change before or during the contract performance period.

(1) **GASOLINE REQUIREMENTS FOR ALL CALIFORNIA LOCATIONS.** All facilities in California shall be supplied reformulated gasoline year round that conforms to ASTM D 4814 as modified by the CARB Phase II gasoline requirements stated below:

<u>TEST</u>	<u>REQUIREMENTS</u>
Vapor Pressure	7.0 ppsi maximum
Total Sulfur content	80 ppm maximum by weight
Aromatic content	30 vol % maximum
Benzene content	1.20 vol % maximum
Olefin content	10.0 vol % maximum
Distillation temperature @ 50%	104°C (220°F) maximum
@ 90%	165°C (330°F) maximum

Oxygen content is limited seasonally and geographically as described in paragraph (2) below.

(2) **CALIFORNIA STATE OXYGENATION REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
CALIFORNIA COUNTIES		
Amador, Calaveras, Del Norte, El Dorado (part), Humboldt, Lake, Lassen, Los Angeles (part), Mariposa, Mendocino, Modoc, Monterey, Nevada, Orange, Placer (part), Plumas, Riverside (part), San Benito, San Bernardino (part), Santa Cruz, Sierra, Siskiyou, Sonoma (part), Tuolumne, Trinity, and Ventura	Oct 1 – Feb 29 Mar 1 - Sep 30	1.8 Wt % min. - 2.7 Wt% max. 2.7 Wt% max.
Alameda, Alpine, Butte, Colusa, Contra Costa, El Dorado (part), Fresno, Glenn, Inyo, Kern (part), Kings, Madera, Marin, Merced, Mono, Napa, Placer (part), Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Shasta, Solano, Sonoma (part), Stanislaus, Sutter, Tehama, Tulare, Yolo, and Yuba	Oct 1 - Jan 31 Feb 1 - Sep 30	1.8 Wt % min. - 2.7 Wt% max. 2.7 Wt% max.
Imperial, Kern (part), Los Angeles (part), Riverside (part), San Bernardino (part), San Diego, San Luis Obispo, and Santa Barbara	Nov 1 – Feb 29 Mar 1 - Oct 31	1.8 Wt% min. - 2.7 Wt% max. 2.7 Wt% max.

C16.69-7 (CONT'D)

(b) **CALIFORNIA DIESEL REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in California shall be supplied diesel fuel that conforms to Federal, State, and local regulations. CARB regulations stipulate that all diesel fuel (for both on-highway and off-highway use) supplied to facilities in California must conform to the following additional requirements:

(1) **SULFUR CONTENT:** 0.05 weight percent maximum.

(2) **AROMATIC CONTENT:**

(i) Shall be 10 percent maximum if product is sourced from a large refiner; or

(ii) Shall be 20 percent maximum if product is sourced from a small refiner; or

(iii) Product shall conform to a formulation certified by CARB.

(c) **GASOLINE REQUIREMENTS OUTSIDE OF CALIFORNIA.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The oxygenated gasoline requirements compiled below are based on information published by the EPA in the Federal Register (40 CFR Part 81.305) and reflect the impact of Federal, State, and local regulations. These requirements are subject to change before or during the contract performance period.

(1) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
ARIZONA COUNTIES		
Area B (stipulated by Arizona Revised Statutes 49-541)	Oct 1 - Mar 31	1.8 Wt% minimum 5.7 to 10 vol % (ethanol)
NEVADA COUNTIES		
Clark (part) including the hydrographic basins containing the Las Vegas Valley, the El Dorado Valley, the Ivanpah Valley, the Boulder City limits, and any area within three (3) miles of any such hydrographic basins and which is within Clark County	Oct 1 – Mar 31	3.5 Wt % minimum
The area of Clark County must also meet the below requirements from Nov 1 - 31 Mar:		
Aromatics	30 vol % maximum	
Sulfur	80 ppm maximum	
Washoe	Oct 1 - Jan 31	2.7 Wt% minimum
UTAH COUNTIES		
Utah	Nov 1 – Feb 29	3.1 Wt% minimum (ethanol only)

C16.69-7 (CONT'D)

(2) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel. The Arizona counties listed below for reformulated gasoline must meet the below Arizona Cleaner Burning Gasoline requirements year round.

LOCATION**ARIZONA COUNTIES**

Area A (stipulated by Arizona Revised Statutes 49-541)

<u>TEST</u>	<u>REQUIREMENTS (YEAR ROUND)</u>
Sulfur	500 ppm max. by weight
Aromatic content	50 vol % max.
Olefin content	25 vol % max.
Vapor Pressure	Oct 1 to Mar 31 - 9.0 ppsi max. April - 10 ppsi max. May - 9 ppsi max. June 1 to Sep 30 - 7.0 ppsi max.
Oxygen content	limited seasonally
Nov 1 - Mar 31	3.5 Wt% min. (ethanol)
Apr 1 - Oct 31	no oxygen content

NOTE: Beginning in the winter months of 2000 (Nov 1 - Mar 31), no other oxygen other than ethanol can be used to attain any oxygen requirements that may be required for the oxygenated or reformulated programs.

(DESC 52.246-9FAA)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

- (1) Ordering period begins: Date of Award and ends: August 31, 2004.
- (2) Delivery period begins: 48 hours after beginning of ordering period and ends: September 30, 2004.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT.

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

G9.09-1 (CONT'D)

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) **DESIGNATED OFFICE.**

Name: DEFENSE ENERGY SUPPORT CENTER

Mailing Address: 8725 JOHN J. KINGMAN ROAD, SUITE 4950

FORT BELVOIR, VA 22060-6022

Telephone Number(s) (703) 767-9503; (703) 767-9524; (703) 767-9511

Person(s) to Contact: Patti Burke; Valerie Andricos; Kathryn Riso

Electronic Address: pburke@desc.dla.mil; vandricos@desc.dla.mil; kriso@desc.dla.mil

(FAR 52.232-35)

G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC DEC 2001)

APPLICABLE TO DoD ACTIVITIES ONLY.

(a) **CONTRACTOR PASSWORD.** The Contractor will furnish an email distribution list to the DESC Contracting Officer providing name(s), email address(es), phone and facsimile number(s) for all those individuals that may need to receive email notification of orders. The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

(b) PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) COMMERCIAL RECEIPTS.

(1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

(2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with "NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE" where applicable.

(d) PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE. At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

G150.03-1 (CONT'D)

(1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The Contractor must insert the shipment date reflecting the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets from the terminal; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause.

(2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:

- (i) The commercial ticket number;
- (ii) The quantity indicated on the commercial receipt, (system will round quantity up or down), determined in accordance with the DETERMINATION OF QUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers two actions:

- (i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature or it will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.

- (ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.

(4) **AIR FORCE ONLY:** The Government's Authorized Representative will either—

- (i) Verify the invoiced amount and return an email message confirming the quantity invoiced. The Contractor will receive an email message from the activity that the invoiced amount has been confirmed; OR

- (ii) Dispute the quantity being invoiced. Advise the Contractor by email of the reason (such as shipment date or quantity error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction and resubmit for processing. The DD Form 250 must be resubmitted within 24 hours or one business day of the Activity's notification. If the Contractor disagrees with the Activity's notification of disagreement, the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

- (iii) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either confirmation or notification of disagreement, the Contractor will promptly correct by clicking on the **"Correct Submitted DD Form 250/invoice"** key and entering corrections of any prior errors. When submitted to the Activity for verification/confirmation, the DD Form 250/invoice document is automatically labeled with the words **"CORRECTED COPY."** As in (d)(4)(i) and (ii) above, the Contractor is notified with automatic posting of the electronic transmission to the payment office.

(5) **OTHER DoD ONLY:** The Government's Authorized Representative will either—

- (i) Approve or accept the DD Form 250 document by electronic signature and submit the document via the PORTS Internet application to the payment office. The Contractor will receive an email message via the Internet application that the document has been approved and submitted to the payment office; OR

- (ii) Reject the DD Form 250 document, advising the Contractor by email of the reason for rejection (such as shipment date or quantity error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction. If the Contractor fails to submit a revised DD Form 250 within 24 hours or one business day of the Activity's rejection notification based on discrepancy in quantity or shipment date, in order to avoid potential delays in payment the Activity may proceed to change either the quantity or shipment date to that which the Activity had asserted. These changes will be forwarded to both the payment office and the Contractor. If the Contractor still disagrees with the Activity's change(s), the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

- (iii) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either approval or rejection, the Contractor will promptly advise the Activity by either telephone or email in order that the document can be rejected with an accurate notation and then revised (see (d)(5)(ii) above) as soon as possible.

(iv) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically labeled with the words "**CORRECTED COPY.**" As in (d)(5)(i) and (ii) above, the Contractor is notified, with automatic posting of the electronic transmission to the payment office.

(6) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(7) The Government will not be liable to the Contractor for any incidental or consequential damages resulting from any delay, omission, or error in the transmission or receipt of invoices under the Internet application.

(8) Electronic data transmitted by the Internet application will be admissible as evidence on the same basis as customary paper documents. The parties will be legally bound by the electronic documents.

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.**

(1) Use of PORTS, as described above, is required except in the cases indicated in (g) below and as identified exceptions to electronic invoicing under the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) – ADDENDUM clause.

(2) In the event there is an interruption of PORTS service, fax/paper invoices may be submitted to DFAS Columbus only after the Contractor has contacted the DESC Contracting Officer and is given authorization to do so. A four-digit confirmation code will be provided by the DESC Contracting Officer and must be inserted (handwritten or typed) on each fax/paper invoice. DFAS Columbus will return any fax/paper invoice that does not contain the four-digit confirmation code. Fax/paper invoices must contain information required for a proper invoice per instructions contained in the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Once the difficulties with PORTS has been resolved, the Contractor must revert to using PORTS to invoice.

(f) **PAYMENT.**

(1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.

(2) Payment terms for an invoice received via electronic PORTS submission by the payment office will be net 30 days from date of receipt of a proper invoice. See (d)(3) above. Payment terms for invoices other than by the electronic PORTS transmission will also be net 30 days from receipt of a proper invoice unless a discount is offered and accepted by the payment office.

(g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FH6)

G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JAN 2002)

NOTE 1: **FOR FACSIMILE INVOICING**, see the SUBMISSION OF INVOICES BY FACSIMILE clause.

NOTE 2: See paragraph (d) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF NON-PORTS (PAPERLESS ORDERING RECEIPT TRANSACTION SCREENS) ORDERS PLACED BY ARMY, NAVY (including Marines), AIR FORCE, AND OTHER DoD ACTIVITIES** (including Alaska, and Hawaii).

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-BVDFP/CC
P.O. BOX 182317
COLUMBUS, OH 43218-6252

(2) **CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or

(B) DD Form 1155, Order for Supplies or Services; or

(C) DD Form 250, Material Inspection and Receiving Report; or

(D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (contractor will prepare and activity responsible for signing will acknowledge receipt of fuel for tanker and barge deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) **SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(iii) **COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
ATTN: DFAS-BVDFP/CC
3990 EAST BROAD STREET, BLDG 21
COLUMBUS, OH 43213-1152

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

G150.06 (CONT'D)

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES.**

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office stated in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES (except US Postal Service).** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Tax exemption certificates shall be processed in accordance with procedures stated in the TAX EXEMPTION CERTIFICATION clause.

(c) **SUBMISSION AND CERTIFICATION OF INVOICES FOR US POSTAL SERVICE.** CERTIFICATION OF INVOICE. The Contractor agrees that submission of an invoice to the Government for payment is a certification that the invoiced quantities have been delivered in accordance with instructions issued by the US Postal Service Material Management Services Center (US Postal Service MMSC). The contractor shall submit the invoices for US Postal Service activities to the designated US Postal Service MMSC stated in the contract. The US Postal Service MMSC will verify and certify that the invoice quantities are accurate for payment. Upon certification, the US Postal Service MMSC will submit the invoice via facsimile to the applicable Paying Office. The payment due date will be 30 days after the US Postal Service MMSC has received the invoice. If the designated US Postal Service MMSC fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice.

(d) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention or demurrage cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)

(a) For purposes of this clause and the contract, "**shipment number**" for PC&S deliveries is defined as a seven position alpha-numeric number.

(1) All invoices processed electronically using the PAPERLESS ORDERING RECEIPTS TRANSACTION SCREENS (PORTS) for PC&S deliveries will contain a Julian date shipment number. A Julian date is defined as **Position one (1) is the year and the last three (3) digits are the day of the year (i.e., 1159 represents June 8, 2001).** The electronic system will automatically generate the Julian date shipment number based on the date shipped inserted by the Contractor.

(i) The date shipped for all f.o.b. destination contract line items must be the date fuel was actually received by the activity. The date should never be the date the Contractor loaded its delivery conveyance unless the activity receives the product on the same day.

(ii) *For f.o.b. origin items, the Julian date shipment number will be the date the activity picked up product from the Contractor's f.o.b. origin point/terminal.*

(2) *All invoices processed manually must contain a Julian date shipment number based on the provisions stated in subparagraphs (i) and (ii) above.*

(b) The first three positions of the Julian date shipment number shall always consist of the alpha characters "PCS". The remaining four positions shall consist of the Julian date based on the provisions stated in subparagraphs (i) and (ii) above.

(c) The Contractor must identify the shipment number on each invoice submitted for payment. The **SAME** shipment number shall be used for multiple deliveries under the same contract line item on the same calendar day. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)

- NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items paid by DFAS Columbus for DoD Activities.
- NOTE 2:** See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.
- NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE.** Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-BVDP/CC cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-BVDP/CC) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-BVDP/CC FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is **(703) 767-9380**. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention/demurrage costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
ATTN SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

11.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC JUN 2001)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(a) **Exceptions** to the use of electronic invoicing are limited to the following:

(1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.

(2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.

(b) In the event of an exception to invoicing identified above, the Contractor shall--

(1) Fax its invoice to DFAS-FVSFC/CO at the following fax number: **(614) 693-0670**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-FVSFC/CO) at **1-800-453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

(2) Include the Contractor's fax number on each document transmitted.

(3) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-FVSFC/CO specifically requests it.

(DESC 52.212-9F52)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

FAR/DFARS: <http://www-far.npr.gov>

DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(c) All **DESC** clauses and provisions are contained in full text in this document.

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
K1.05*	DFARS 252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
K33.01*	FAR 52.215-9F28	AUTHORIZED NEGOTIATORS
K45.04*	FAR 52.232-9F10	FACSIMILE INVOICING (DESC JUL 1998)
G9.09*	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

11.20-1 (CONT'D)

(2)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
I171.01-2	FAR 52.219-9/Alt II	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2000/OCT 2000)
I211	FAR 52.216-18	ORDERING (OCT 1995) (a) Date of Award through September 30, 2004
I240.01	FAR 52.219-23/Alt I	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1999/OCT 1998)

* = *Full text is incorporated in the Offeror Submission Package (OSP) for completion by the Contractor.*

(DESC 52.252-9F08)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2002)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Include the FET as a separate item on the Contractor's invoice.

<u>FET PER GALLON</u>	<u>GASOLINE/GASOHOL</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	Gasoline	
\$0.15379	5.7% Gasohol	At least 5.59% but less than 7.55%
\$0.14319	7.7% Gasohol	At least 7.55% but less than 9.8%
\$0.131	10% Gasohol	At least 9.8% but less than 10%

(2) **AVIATION GASOLINE.** Include the FET of \$0.194 per gallon as a separate item on the Contractor's invoice.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

(5) **JET FUEL.** Include the FET of \$0.219 per gallon as a separate item on the Contractor's invoice.

(6) **BIODIESEL (B-20).** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(7) **E85 (QUALIFIED ETHANOL).** Include the FET of \$0.1305 per gallon as a separate item on the Contractor's invoice.

(8) **EXEMPT SALES.** Sales of jet fuel and aviation gasoline for military aircraft are tax exempt. Sales to the Army National Guard (for their exclusive use) and the District of Columbia government are also exempt. Contractors authorized by the IRS to sell tax-free gasoline, undyed diesel fuel, and undyed nonaviation kerosene tax-free should obtain tax exemptions certificates for these sales and not invoice the FET.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Contractors should include any applicable taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax. Sales to the United States are exempt from these taxes.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Tax exemption certificates will be issued by the ordering activity.

128.02-2 (CONT'D)

(e) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **NATIONAL OILHEAT RESEARCH ALLIANCE (NORA) ASSESSMENT FEE.** All contract prices exclude the NORA assessment fee on certain fuel used for heating purposes. The Contractor's invoice shall include the NORA assessment fee as a separate line item on fuel oil (burner grades) numbers 1 and 2, dyed high sulfur diesel fuels, and dyed nonaviation kerosene (2-K) if applicable to the end user (Federal Civilian activities only) and if applicable in the state where delivery is made.

(g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. The Contractor should include this tax as a separate item on the Contractor's invoice only if no exemption applies.

(h) **TEXAS PETROLEUM PRODUCTS FEE.** All contract prices exclude the Texas Petroleum Products Fee. The Contractor should include this fee as a separate item on the Contractor's invoice.

(i) **LICENSES** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

128.03-2 TAX EXEMPTION CERTIFICATES (DESC NOV 2001)

(a) Unless an exemption applies, all sales of motor gasoline, undyed diesel fuel, or nonaviation kerosene must include the applicable Federal, State, and local excise taxes as a separate item on the invoice.

(b) **FEDERAL, STATE, AND LOCAL EXCISE TAX EXEMPTIONS FOR AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES.**

(1) Tax exemption certificates for the Federal Excise Tax (FET) will not be issued for Air Force and Air National Guard activities. DFAS Columbus will pay the FET and apply to the Internal Revenue Service (IRS) for any applicable refund.

(2) All Air Force and Air National Guard activities will issue tax exemption certificates for State and local excise taxes. Contractors shall forward requests for tax exemption certificates covering any Federal, State and local excise taxes or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel, or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(c) **FEDERAL, STATE, AND LOCAL EXCISE TAX EXEMPTIONS FOR ARMY, ARMY NATIONAL GUARD, AND NAVY ACTIVITIES.**

(1) Tax exemption certificates for FET will not be issued for the Army National Guard activities sharing facilities with the regular Army, or for Army and Navy activities. DFAS Columbus will pay the FET and apply to the IRS for any applicable refund.

(2) Army and Navy activities will issue tax exemption certificates for State and local excise taxes. The Army National Guard will issue tax exemption certificates for Federal, State and local excise taxes (where fuel is for their exclusive use, i.e., not sharing facilities with the regular Army). Contractors shall forward requests for tax exemption certificates covering any Federal, State, and local excise taxes or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel, or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract to the Ordering Officer for these activities. If the ordering activity fails to provide tax exemption certificates requested by the Contractor, the Contractor shall notify the DESC Contracting Officer and an exemption certificate will be issued, if applicable. The DESC Contracting Officer may authorize payment of the tax if the Ordering Officer refuses to issue the tax exemption certificate.

(d) **FEDERAL, STATE, AND LOCAL EXCISE TAX EXEMPTIONS FOR FEDERAL CIVILIAN AGENCIES.** Contractors shall forward requests for tax exemption certificates covering all Federal, State, and local excise taxes or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel, or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract *with* Contractor's invoices or as otherwise indicated by the Ordering Officer.

(e) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES (NOT APPLICABLE TO AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES AND ARMY NATIONAL GUARD ACTIVITIES AT SHARED FACILITIES).** If this contract provides that the Contractor should invoice for the FET, the supplies under contract are intended for a taxable purpose. However, where the invoice for any item includes the FET and tax exemption can be claimed, the Government may deduct the applicable tax from the order or the invoice and furnish a tax exemption certificate in lieu of paying the tax. The Ordering Officer will issue these tax exemption certificates.

(DESC 52.229-9F45)

1174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)

(a) **This clause only applies to Federal Civil items that may be contained in this solicitation.**

(b) To be eligible for the Price Evaluation Adjustment (PEA) on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(c) All SDBs expecting to receive the PEA as described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a PEA. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new small business supplier before operations with the new firm commence.

(d) In order to be eligible for the PEA, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with a PEA:

(1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);

(2) Refinery points of contact;

(3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and

(4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(e) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F37)